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OGC Has Reviewed

OGC 66-0847

19 April 1966

MEMORANDUM FOR: Director of Personnel

SUBJECT: Resignation of Employee Overseas Within
One Year of Being Granted Home Leave

1. Reference is made to Mr. [REDACTED] memorandum of 13 August 1965 to the Deputy Chief, WH Personnel and to your subsequent conversations with Mr. [REDACTED]

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2. WH originally requested the opinion of this office as to whether an Agency employee [REDACTED] who resigned within one year of his return abroad after home leave was required to reimburse the Government for his travel expenses. It is hopeful that the following excerpts from OGC opinions, read together with Mr. [REDACTED] original memorandum (a copy of which is attached), will clarify the present Agency position on this matter.

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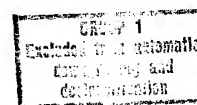
a. OGC memorandum of 25 July 1961 provides in part,

We have consistently held for some time that neither extensions of overseas tours nor lateral transfers were considered new "tours" for the purpose of extracting overseas agreements and enforcing repayment of travel expenses upon failure to complete the entire period. This interpretation was crystalized as Agency policy in paragraph 6b of [REDACTED] issued 1 April 1961, which states, "Expenses of travel and transportation incident to appointment or transfer from a [REDACTED] post (emphasis mine) to a post abroad shall not be allowed unless the employee agrees in writing to remain at his assigned post for a period of not less than one nor more than three years

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prescribed in advance by the Director of Personnel unless separated for reasons beyond the control of the employee and acceptable to the Director of Personnel. If the agreement is violated during the first year of duty, expenditures for travel and transportation to the post, including per diem while at headquarters and storage of effects, shall be reimbursed by the employee. If the agreement is violated after the first year of duty, return travel at Government expense shall not be allowed."

b. Paragraph 5(b) of OGC memorandum of 13 March 1959 to the Acting Chief, Finance Division provides,

"b. Does it make any difference if this is the first or second (or more) overseas tour of duty for the Agency?"

No. In our memorandum of 20 October 1955 to the Director of Personnel -- subject, Travel Agreement For Staff Employees Assigned Outside the United States, we stated: "Public Law 600 ... does not allow an exception from the repayment provisions for employees with previous staff or overseas service." The obligation to execute and comply with an overseas agreement is in compliance with the terms of P. L. 600 as incorporated in CFR 6.0.... We note that the case described in paragraph 2 of your memorandum involved a PCS from one overseas post to another, with an intervening TDY in Washington. Another overseas agreement is inappropriate to such a transfer. The second "tour" is but a continuation of the period of overseas service involved in the first. Liability for travel expenses as discussed above would not be among the consequences of failure to remain at the second post for a full "tour."

3. In summation then, it is the opinion of this office that neither an extension of an overseas tour nor the granting of home leave interrupts a period of continuous service abroad for purposes of applying the terms of an employee's overseas service agreement.


Office of General Counsel

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Attachment

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ORIGINAL DOCUMENT MISSING PAGE(S):

Attachments missing